

COTTONWOOD HEIGHTS

RESOLUTION No. 2009-42

A RESOLUTION APPROVING ENTRY INTO AN AMENDMENT TO JANITORIAL SERVICE AGREEMENT WITH BEARCOM BUILDING SERVICES, INC.

WHEREAS, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") met in regular session on 14 July 2009 to consider, among other things, approving an amendment to the janitorial service agreement (the "*Amendment*") with BearCom Building Services, Inc. ("*BearCom*"), whereunder BearCom would increase janitorial services to two days of full cleaning per week for the premises of the Cottonwood Heights Police Department during the City's 2009-10 fiscal year, and thereafter until terminated; and

WHEREAS, the Council has reviewed the form of the Amendment, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Amendment as proposed;

NOW, THEREFORE, BE IT RESOLVED by the Cottonwood Heights city council that the attached Amendment is hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Amendment on behalf of the City.

This Resolution, assigned no. 2009-42, shall take effect immediately upon passage.

PASSED AND APPROVED effective 14 July 2009.

COTTONWOOD HEIGHTS CITY COUNCIL



Linda W. Dunlavy
Linda W. Dunlavy, Recorder

By

Kelvy H. Cullimore, Jr.
Kelvy H. Cullimore, Jr., Mayor

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Gordon M. Thomas	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Don J. Antczak	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Bruce T. Jones	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 14th day of July 2009.

RECORDED this 15 day of July 2009.

WST\CH\524747.1

ADDENDUM TO JANITORIAL SERVICE AGREEMENT

This ADDENDUM TO JANITORIAL SERVICE AGREEMENT (hereinafter "Addendum") between BearCom Building Services, Inc. (aka BearCom Building Services), a Utah Corporation, with principal offices located at 7022 South 400 West, Midvale, Utah 84047 (hereinafter sometimes referred to as "BearCom"), and

Cottonwood Heights Police Department
with principal offices located at
1265 East For Union, 1st Floor
Cottonwood Heights, UT

(hereinafter "Client")

is entered into on this _____ day of _____, 20____ and is an essential part of the Janitorial Service Agreement and other related agreements entered into between the parties above, and all exhibits and other addenda thereto (collectively the "Agreement"). The parties hereto agree that the following terms and conditions shall amend, supplement and be incorporated into the Agreement by this reference, and in the event of any conflict, inconsistency or discrepancy between the Agreement and this Addendum, the terms of this Addendum shall govern. In addition to the above, both parties agree to the following:

1. Increase in Cleaning Services. BearCom agrees to provide the following Established Cleaning Services, Bear-Essential Cleaning Services and/or Extra Cleaning Services as defined in the Agreement (hereinafter the "Cleaning Services"):

(a) SERVICE: Switch from providing 1 day of full cleaning and 1 day of very light cleaning per week, to 2 days of full cleaning per week. AREA: All areas. FREQUENCY: Twice per week.

2. Payment Adjustment: Client agrees to the following increased amount for the above adjustment in the Cleaning Services:

Building Location:

**COTTONWOOD HEIGHTS POLICE DEPARTMENT
1265 EAST FOR UNION, 1ST FLOOR
COTTONWOOD HEIGHTS, UT**

ADDITIONAL AMOUNT:

One Hundred Five Dollars
(\$105.00)
Monthly

3. New Monthly Amount: The new monthly amount for the Cleaning Services after the above adjustment will be \$380.00.

4. Modification. This Addendum and the Agreement may not be altered, modified, amended or changed, in whole or in part, except by a writing executed by the parties.

5. Interpretation. This Addendum shall be governed by the laws of the State of Utah. The headings herein are for reference only and shall not define or limit the provisions hereof.

6. Entire Agreement. BearCom and Client acknowledge and agree that this Addendum and the Agreement constitute the entire agreement between them with respect to the subject matter addressed in each.

7. Authority. Each party represents that it has full power and authority to enter into this Addendum, and that this Addendum is binding upon the parties.

8. Counterparts. This Addendum may be simultaneously executed in two (2) or more counterparts, each of which shall be deemed a fully enforceable original. In addition, a faxed copy bearing the signatures of all parties to this Addendum shall be deemed a fully enforceable original.

9. Successors. This Addendum and the Agreement are fully assignable by BearCom or Client. This Addendum and the Agreement shall be binding upon the parties and their heirs, successors, assigns, transferees, grantees, executors and administrators.

10. Effective Date of Services and Payment. The Cleaning Services as amended in Section 1 above and the Payment Adjustment and Monthly Amount as amended in Sections 2 and 3 above shall commence and be effective on

_____ day of _____, 20_____.

IN WITNESS WHEREOF, the parties have executed this ADDENDUM TO JANITORIAL SERVICE AGREEMENT on the day, month and year set forth in the first paragraph of this Addendum notwithstanding the "Effective Date of Services and Payment" as set forth in Section 10 above.

"BearCom"

"Client"

BEARCOM BUILDING SERVICES, INC.

COTTONWOOD HEIGHTS POLICE DEPT.

By: _____
Name: _____
Title: _____

By: _____
Name: KEVIN H. CULLIMORE, JR.
Title: Mayor

ATTEST:

LINDA W. DUNLAVY, Recorder